

Use and Non-Disclosure Agreement for Manned Ground Vehicle Body of Knowledge (MGV BoK) and Ground Combat Vehicle (GCV) Specification/Capability Development Document (CDD)

The undersigned, \_\_\_\_\_, an authorized representative of the \_\_\_\_\_, (which is hereinafter referred to as the "Recipient") requests the Government to provide the Recipient with technical data or computer software (hereinafter referred to as "Data") in which the Government's use, modification, reproduction, release, performance, display or disclosure rights may be restricted. Those Data are identified in Special Notices posted on the World Wide Web at Federal Business Opportunities ([www.fbo.gov](http://www.fbo.gov)) Specific information on accessing this data may be located on the Ground Combat Vehicle (GCV) program page at <http://contracting.tacom.army.mil/majorsys/gcv/gcv.htm> In consideration for receiving such Data, the Recipient agrees to use the Data strictly in accordance with this Agreement:

(1) The Recipient shall—

(a) Use, modify, reproduce, release, perform, display, or disclose Data marked with government purpose rights or SBIR data rights legends only for the purpose of preparing a proposal for the GCV program and/or gaining knowledge to work as a subcontractor for the GCV program and shall not do so for any other purpose. The Recipient shall not release, perform, display, or disclose these Data, without the express written permission of the Government Procuring Contracting Officer (PCO) for the GCV program.

(b) Use, modify, reproduce, release, perform, display, or disclose technical data marked with limited rights legends only within their own firm and only for the purpose of preparing a proposal for the GCV program. Release, performance, display, or disclosure to other persons is not authorized unless specifically authorized by the GCV PCO.

(2) The Recipient agrees to adopt or establish operating procedures and physical security measures designed to protect these Data from inadvertent release or disclosure to unauthorized third parties.

(3) The Recipient agrees to accept these Data "as is" without any Government representation as to suitability for intended use or warranty whatsoever. This disclaimer does not affect any obligation the Government may have regarding Data specified in a contract for the performance of that contract.

(4) By executing this NDA, the offeror certifies they have reviewed, understand, and agree to comply with controlled, unclassified handling instructions available at <http://contracting.tacom.army.mil/majorsys/gcv/gcv.htm>

(5) The Recipient agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of Data received from the Government with restrictive legends by the Recipient or any person to whom the Recipient has released or disclosed the Data.

(6) The Recipient is executing this Agreement for the benefit of the Government and the Contractor's that produced this data. The data offered under this agreement contains Government Purpose Rights (GPR) and is being offered to the recipient for a specific Governmental purpose, that being to provide information to the recipient specifically for the preparation of a proposal or to determine if the recipient desires to submit a proposal for the Ground Combat Vehicle Program. However, should the recipient disclose the data in a manner inconsistent with this agreement, action may be taken by both the Government and the Contractor who initially produced the data. The Contractor that initially produced the data is a third party beneficiary of this Agreement who, in addition to any other rights it may have, is intended to have the rights of direct action against the Recipient or any other person to whom the Recipient has released or disclosed the Data, to seek damages from any breach of this Agreement or to otherwise enforce this Agreement.

(7) The Recipient agrees to destroy these Data, and all copies of the Data in its possession, no later than 30 days after the award of the initial GCV procurement contract and advise the Government PCO that it has done so.

(8) This Agreement shall be effective for the period commencing with the Recipient's execution of this Agreement and ending the earlier of 31 December 2011 or 30 days after the award, by the Government, of a GCV contract. The obligations imposed by this Agreement shall survive the expiration or termination of the Agreement.

Recipient's Business Name

\_\_\_\_\_

By \_\_\_\_\_

Authorized Representative

---

Date

Representative's Typed/Printed Name

---

and Title

---